

CONTRACT REGISTRATION NUMBER

eP1029463

1. AGENCY DOCUMENT/INVOICE NUMBER

3 UI 9B640

2. CONTRACTOR (Name and Address)

City of Redlands Municipal Airport

35 Cajon St Suite 222

Redlands, CA 92373

EIN/SSN: 95-6000766

S/B ☐

MB ☐

DVBE ☐

3. PHONE:

909.798.7668

4. VENDOR CODE NO.

086504 00

5. BILLING CODE

013866

PAGE OF PAGE

1 OF 1

6. ADMINISTRATIVE UNIT FOR PAYMENT

CAL FIRE - BDU
3800 North Sierra Way
San Bernardino, CA 92405

7.

☒ CAL FIRE-20 or CAL FIRE-501 (2/06)
CONTRACTOR CERTIFICATION CLAUSES
SIGNED

8. CONTRACTOR agrees to provide the STATE with the following services:

CAL FIRE rented the City of Redlands Municipal Airport facility in San Bernardino County from Sunday, 8/30 through Saturday, 9/5 for use as an air base. The cost of the heli-base was \$250.00 per acre used per day. CAL FIRE used the following number of acres:

8/30 & 8/31 - 7 acres x \$250.00 per acre per day = \$1,750.00 per day x 2 days = \$3,500.00

9/1, 9/2 & 9/3 - 10 acres x \$250.00 per acre per day = \$2,500.00 per day x 3 days = \$7,500.00

9/4 & 9/5 - 6 acres x \$250.00 per acre per day = \$1,500.00 per day x 2 days = \$3,000.00

Sub Totals --- \$3,500.00 + \$7,500.00 + \$3,000.00

Grand Total = \$14,000.00

*All utilities will be paid by the City of Redlands Municipal Airport.

9. WAS CALCARD USED FOR THIS PURCHASE? ☐ YES ☒ NO

NOTE: Contract release for and in consideration of receipt of payment in the amount shown on line 13. Contractor hereby releases the State from any and all claims arising under this agreement except as reserved below (Item 14)

10. Total Amount Due (This Page)

\$14,000.00

11. Sales Tax

12. Gross Amount Due

13. Deductions

14. Net Amount Due

\$14,000.00

15. REMARKS No damage/No claim

16. INDICATE STATE PURPOSE Heli-base for GOING FIRE

F/Y	INDEX #	OBJECT #	PCA #	AMOUNT #	ORDER #	REQUEST #
09	3500	343	00900	\$14,000.00	CABDU009598	

17. CONTRACTOR'S SIGNATURE

PRINT NAME AND TITLE
Jon Harrison, Mayor

DATE
9/15/09

18. RECEIVING OFFICER'S SIGNATURE

PRINT NAME AND TITLE
David Irion, Procurement Unit Leader

DATE
9/9/09

19. PURCHASE AUTHORIZED By (Signature)

TITLE
Pete Peisch, FSC

PHONE
909.881.6900

ATTEST: Lorrie Poyzer
Lorrie Poyzer, City Clerk

CAL FIRE FILE NO.

(Sacramento Use Only)

INCIDENT NUMBER: CABDU 009598

INCIDENT NAME: Oak Glen III

LESSOR NAME: City of Redlands Muni. Airport

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in the State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. Rose v. State (1942) 19 Cal.3d 713, see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the San Bernardino Unit of the California Department of Forestry and Fire Protection for use as a heli-base.

1. DESCRIPTION OF FACILITIES:

CAL FIRE rented the City of Redlands Municipal Airport facility in San Bernardino County from Sunday, 8/30 through Saturday, 9/5 for use as an air base. The cost of the heli-base was \$250.00 per acre used per day.

CAL FIRE used the following number of acres:

8/30 & 8/31 - 7 acres x \$250.00 per acre per day = \$1,750.00 per day x 2 days = \$3,500.00

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9/4 & 9/5 - 6 acres x \$250.00 per acre per day = \$1,500.00 per day x 2 days = \$3,000.00

Sub Totals --- \$3,500.00 + \$7,500.00 + \$3,000.00

Grand Total = \$14,000.00

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ _____. The _____ Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

3. TERM: This agreement shall commence on _____, and shall end on or before _____ (may be defined by date, or by the duration of the emergency).

4. MAINTENANCE: (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

All utilities will be paid by City of Redlands Municipal Airport.

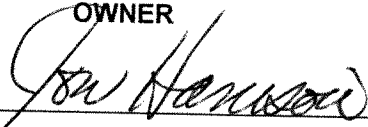
5. SERVICE: Owner shall provide the state with the name, address and the telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

NAME Todd Housley TELEPHONE NUMBER 909.583.1953

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT FOR EMERGENCY USE OF FACILITIES
CAL FIRE-95 (Rev. 1/93) (reverse)

6. **CONDITION REPORT:** A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.
7. **LOSS, DAMAGE OR DESTRUCTION:** The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.
- The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical.
- If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.
8. **HOLD HARMLESS:** To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.
9. **SUBROGATION WAIVED:** To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.

OWNER

BY: 

TITLE: Mayor

DATE: 9/15/09

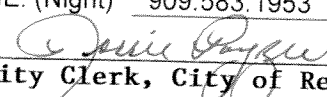
NAME: City of Redlands Municipal Airport

STREET ADDRESS: 35 Cajon St. Suite 222

Redlands, CA 92373

TELEPHONE: 909.798.7668 ext 1

TELEPHONE: (Night) 909.583.1953

ATTEST: 

City Clerk, City of Redlands

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

BY: 

TITLE: Procurement Unit Leader

DATE: 9/9/09

NAME: CA Dept. of Forestry and Fire Protection

STREET ADDRESS: 3800 North Sierra Way

San Bernardino, CA 92405

TELEPHONE: 909.881.6900

TELEPHONE: (Night) 559.706.8805

Contractor Certification Clauses for Services
CAL FIRE 20 (Rev. 01/09)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Firm Name (Printed) City of Redlands Municipal Airport		Federal ID Number 95-6000766
By (Authorized Signature) 		ATTEST: 
Printed Name and Title of Person Signing Jon Harrison, Mayor		Lorrie Poyzer, City Clerk, City of Redlands
Date Executed 9/15/09	Executed in the County of San Bernardino	

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding

accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification. Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

9. **Prevailing wages –** (Rates can be viewed at www.dir.ca.gov/DLSR)

1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.

2) In accordance with Labor Code section 1813, contractor shall forfeit to the State a penalty of twenty-five dollars (\$25) for each calendar day or portion thereof for any of contractor's workers or subcontractors paid less than the stipulated prevailing wage.

3) Contractor further agrees to pay each worker the difference between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.

4) In accordance with Labor Code sections 1810, 1811, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five dollars (\$25) per day as a penalty to the State for each worker employed under the contract in violation of this law.

5) In accordance with Labor Code section 1815, contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.